

RECORDATION NO. 7327-1425

APR 25 1980 - 11 35 AM

LOUISVILLE & NASHVILLE RAILROAD COMPANY  
INTERSTATE COMMERCE COMMISSION

908 W. BROADWAY • LOUISVILLE, KENTUCKY 40203 TELEPHONE (502) 587-5235

LAW DEPARTMENT

April 20, 1979

RECEIVED  
APR 25 11 35 AM '80  
FEE OPERATION DEPT.  
DAVID M. YEARWOOD  
GENERAL ATTORNEY

Ms. Agatha L. Mergenovich  
Secretary  
Interstate Commerce Commission  
Washington, D. C. 20423

No. 0-116A033

Date APR 25 1980

Fee \$ 10.00

Dear Madam Secretary:

ICC Washington, D. C.

There are transmitted to you herewith for filing and recordation, pursuant to 49 U.S.C. Section 11303, duly executed counterparts of an Agreement of Partial Release dated as of December 15, 1979 between Mercantile-Safe Deposit and Trust Company, as Agent, whose address is Two Hopkins Plaza, Baltimore, Maryland 21203 and Trust Company Bank, as Trustee, whose address is P. O. Box 4418, Atlanta, Georgia 30302.

By this Agreement of Partial Release, Mercantile-Safe Deposit and Trust Company released:

Twenty-eight (28) 50-ton box cars bearing the Lessee's road numbers 11223, 90334, 90336, 90342, 90357, 90359, 90378, 90381, 90385, 90403, 90414, 90421, 90424, 90461, 90474, 90493, 90500, 90501, 90543, 90548, 90573, 90575, 111141, 111179, 111183, 111212, 111254, 111263, and

One (1) 100-ton covered hopper car bearing the Lessee's road number 201570,

(collectively, "Casualty Units"), which have suffered Casualty Occurrences and for which payment has been made, from the terms and conditions of that Reconstruction and Conditional Sale Agreement dated as of December 1, 1973, which was filed and recorded with the Interstate Commerce Commission on January 30, 1974 and assigned Recordation No. 7327, and Trust Company Bank released said Casualty Units from the terms and conditions of that Lease of Railroad Equipment dated as of December 1, 1973, which was filed and recorded with the Interstate Commerce Commission on January 30, 1974 and assigned Recordation No. 7327-A.

Attached hereto is a draft in the amount of \$10 payable to the Interstate Commerce Commission to cover the recordation fee for said Agreement of Partial Release.

This letter of transmittal is signed by an officer of Louisville and Nashville Railroad Company designated for the purpose hereof who has knowledge of the matters set forth herein.

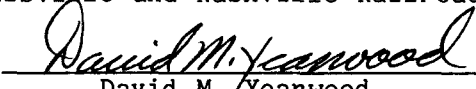
After recordation, please return the recorded counterparts of said Agreement of Partial Release to:

Mr. David M. Yearwood  
General Attorney  
Louisville and Nashville Railroad Company  
908 West Broadway  
Louisville, Kentucky 40203

Respectfully yours,

Louisville and Nashville Railroad Company

By

  
\_\_\_\_\_  
David M. Yearwood  
General Attorney

Attachments

APR 25 1980 - 11 40 AM

## INTERSTATE COMMERCE COMMISSION

AGREEMENT OF PARTIAL RELEASE dated as of December 15, 1979  
between MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, as Agent, and TRUST  
COMPANY BANK, as Trustee.

## WITNESSETH:

WHEREAS, by a Reconstruction and Conditional Sale Agreement dated as of December 1, 1973 (hereinafter called the Conditional Sale Agreement) among Mercantile-Safe Deposit and Trust Company, as Agent (therein and hereinafter called the Vendor), Louisville and Nashville Railroad Company (hereinafter called the Lessee), L&N Investment Corporation (therein and hereinafter called the Builder) and Trust Company Bank, as Trustee, the Vendor agreed to sell to said Trustee its interest in the railroad equipment described in Schedule A thereto (hereinafter called the Equipment) after it has been reconstructed by the Builder;

WHEREAS, by a Lease of Railroad Equipment dated as of December 1, 1973 (hereinafter called the Lease) between Trust Company Bank, as Trustee (therein and hereinafter called the Lessor) and the Lessee, the Lessor leased the Equipment to the Lessee subject to the rights of the Vendor under the Conditional Sale Agreement;

WHEREAS, the Conditional Sale Agreement was filed and recorded with the Interstate Commerce Commission, pursuant to Section 20c of the Interstate Commerce Act, on January 30, 1974, and assigned Recordation No. 7327;

WHEREAS, the Lease was filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act, on January 30, 1974, and assigned Recordation No. 7327-A;

WHEREAS, twenty-eight (28) 50-ton box cars bearing the Lessee's road numbers 11223, 90334, 90336, 90342, 90357, 90359, 90378, 90381, 90385, 90403, 90414, 90421, 90424, 90461, 90474, 90493, 90500, 90501, 90543, 90548, 90573, 90575, 111141, 111179, 111183, 111212, 111254, 111263, and a 100-ton covered hopper car bearing the Lessee's road number 201570 (hereinafter collectively called the Casualty Units), subject to the Conditional Sale Agreement and Lease, have suffered Casualty Occurrences;

WHEREAS, the Lessee has paid to the Lessor, pursuant to Section 6 of the Lease, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, has paid to the Vendor, pursuant to Article 6 of the Conditional Sale Agreement, the Casualty Value of the Casualty Units;

WHEREAS, the Lessor, as Vendee under the Conditional Sale Agreement, is entitled to receive from the Vendor this instrument confirming passage to the Lessor of the Vendor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Conditional Sale Agreement; and

WHEREAS, the Lessee is entitled to receive from the Lessor this instrument confirming passage to the Lessee of the Lessor's right, title and interest in the Casualty Units and the release of the Casualty Units from the terms and conditions of the Lease;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties hereto do hereby agree as follows:

The Vendor does hereby bargain, sell, assign, transfer and set over to the Lessor its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Conditional Sale Agreement.

The Lessor does hereby bargain, sell, assign, transfer and set over to the Lessee its right, title and interest in the Casualty Units and does hereby release the Casualty Units from the terms and conditions of the Lease.

This instrument may be executed in two or more counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument, which shall be sufficiently evidenced by any such original counterpart.

IN WITNESS WHEREOF, the parties hereto have executed or caused this instrument to be executed as of the date first above written.

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY  
as Agent

By   
Assistant Vice President

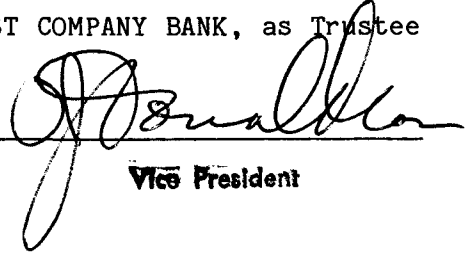
(Corporate Seal)

ATTEST:

  
Corporate Trust Officer


TRUST COMPANY BANK, as Trustee

By

  
Vice President

(Corporate Seal)

ATTEST:

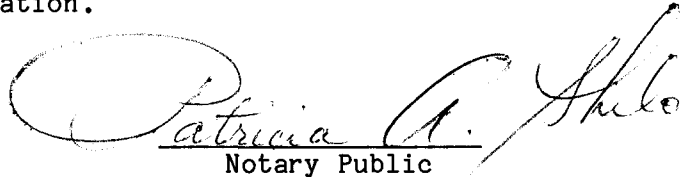
  
Trust Officer

STATE OF MARYLAND )

) SS:

CITY OF BALTIMORE )

On this 11<sup>th</sup> day of <sup>Apr. 1</sup> ~~February~~, 1980, before me personally appeared R E Schreiber, to me personally known, who, being by me duly sworn, says that he is Assistant Vice President of Mercantile-Safe Deposit and Trust Company, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

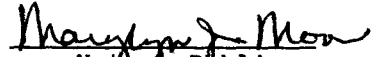
My Commission expires July 1, 1982.

(Notarial Seal)

STATE OF GEORGIA    )  
                          ) SS:  
COUNTY OF FULTON    )

On this 14<sup>th</sup> day of <sup>April</sup>~~February~~, 1980, before me personally appeared I. J. DONALDSON, to me personally known, who, being by me duly sworn, says that he is

Vice President of Trust Company Bank, that one of the seals affixed to the foregoing instrument is the corporate seal of said association, that said instrument was signed and sealed on behalf of said association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said association.



Notary Public  
Notary Public, Georgia, State at Large  
My Commission Expires Aug. 8, 1980

My Commission expires \_\_\_\_\_.

(Notarial Seal)